

Imaged Certificate of Notice Page 1 of 11

United States Bankruptcy Court
Eastern District of PennsylvaniaIn re:
Joseph Grasso
DebtorCase No. 12-11063-mdc
Chapter 7**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: PaulP
Form ID: pdf900Page 1 of 4
Total Noticed: 1

Date Rcvd: Aug 23, 2017

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 25, 2017.

db +Joseph Grasso, 649 Dodds Lane, Gladwyn, PA 19035-1514

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Aug 25, 2017

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 23, 2017 at the address(es) listed below:

AARON S APPLEBAUM on behalf of Creditor The Sherwin Williams Company aapplebaum@saul.com, csantangelo@saul.com

ALAN I. MOLDOFF on behalf of Interested Party The Bancorp Bank amoldoff@eckertseamans.com

ALAN I. MOLDOFF on behalf of Defendant The Bancorp Bank amoldoff@eckertseamans.com

ALAN I. MOLDOFF on behalf of Creditor The Bancorp Bank amoldoff@eckertseamans.com

ALAN L. FRANK on behalf of Trustee CHRISTINE C. SHUBERT afrank@alflaw.net

ALAN L. FRANK on behalf of Plaintiff CHRISTINE C. SHUBERT afrank@alflaw.net

AMY E. VULPIO on behalf of Trustee CHRISTINE C. SHUBERT vulpioa@whiteandwilliams.com

ANDREW F GORNALL on behalf of Creditor GREEN TREE SERVICING LLC agornall@kmlawgroup.com, bkgroup@kmlawgroup.com

ANDREW JAY FLAME on behalf of Accountant Bederson & Company, LLP andrew.flame@db.com

ARSEN KASHKASHIAN on behalf of Plaintiff Greg Bayer kashlaw@aol.com

ARSEN KASHKASHIAN on behalf of Plaintiff John Larson kashlaw@aol.com

ASHLEY B. STITZER on behalf of Interested Party Partnership Liquidity Investors, LLC astitzer@macelree.com, tnadachowski@macelree.com

AUSTIN L MCMULLEN on behalf of Plaintiff Madison Capital Company, LLC AMcMullen@bab.com

AUSTIN L MCMULLEN on behalf of Creditor Madison Capital Company, LLC AMcMullen@bab.com

BONNIE R. GOLUB on behalf of Creditor Wilmington Savings Fund Society, FSB bgolub@weirpartners.com, imarciniszyn@weirpartners.com

BRIAN H. SMITH on behalf of Creditor Wells Fargo Bank BHS@JSDC.COM, cmb@jsdc.com;cls@jsdc.com;eaf@jsdc.com

BRIAN M. KILE on behalf of Plaintiff NextTier Bank, N.A. d/b/a Radnor Trust Company bkile@grenenbirsic.com, mcupec@grenenbirsic.com

BRIAN M. KILE on behalf of Defendant NextTier Bank, N.A. d/b/a Radnor Trust Company bkile@grenenbirsic.com, mcupec@grenenbirsic.com

BRIAN M. KILE on behalf of Creditor NextTier Bank bkile@grenenbirsic.com, mcupec@grenenbirsic.com

BRIAN R. FITZGERALD on behalf of Interested Party Grasso Holdings bfitzgerald@klehr.com, rfarren@klehr.com

BRYA M KEILSON on behalf of Interested Party The Bancorp Bank brya.keilson@usdoj.gov

CAMERON KINVIG on behalf of Defendant Excelco Trading, LP ckinvig@hunton.com, RRich2@hunton.com

CHRISTINE C. SHUBERT christine.shubert@comcast.net, J100@ecfcbis.com

CHRISTINE C. SHUBERT on behalf of Trustee CHRISTINE C. SHUBERT christine.shubert@comcast.net, J100@ecfcbis.com

CHRISTOPHER J. MCDONALD on behalf of Creditor Wells Fargo Bank lstarkman@lammrubenstone.com

CHRISTOPHER R. MOMJIAN on behalf of Creditor PA Dept of Revenue crmomjian@attorneygeneral.gov

DAMIEN NICHOLAS TANCREDI on behalf of Trustee CHRISTINE C. SHUBERT Damien.Tancredi@flastergreenberg.com, damien.tancredi@ecf.inforuptcy.com

DAVID L. BRAVERMAN on behalf of Creditor Braverman Kaskey, P.C. dbraver@braverlaw.com, dmarano@braverlaw.com;dmayfield@braverlaw.com;belle@braverlaw.com;gollotto@braverlaw.com;sine@braverlaw.com

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

DAVID M. SHAFKOWITZ on behalf of Creditor 15th and Sansom, L.P. dms@shafkowitzlaw.com, pamedparalegal@comcast.net
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DENNIS R. MEAKIM on behalf of Defendant Bucks County Beverage Company, LLC DMeakim@howlandhess.com, CBallasy@howlandhess.com
DEREK J. BAKER on behalf of Mediator Derek J. Baker dbaker@reedsmith.com
DIMITRI L. KARAPELOU on behalf of Creditor Marshall J. Katz dkarapelou@karapeloulaw.com, dkarapelou@karapeloulaw.com
DIMITRI L. KARAPELOU on behalf of Plaintiff Marshall J. Katz dkarapelou@karapeloulaw.com, dkarapelou@karapeloulaw.com
EDWARD J. HAYES on behalf of Creditor Origin Capital Debt Fund I, LLC ehayes@foxrothschild.com
EDWARD J. HAYES on behalf of Defendant Origins Holding Company, LLC ehayes@foxrothschild.com
EVAN THOMAS MILLER on behalf of Interested Party Partnership Liquidity Investors, LLC emiller@bayardlaw.com, lmorton@bayardlaw.com
FRANCIS X. TANEY on behalf of Defendant Volcafe Specialty Coffee LLC frank.taney@taneylegal.com
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GARY F SEITZ on behalf of Terry P. Dershaw gseitz@gsbblaw.com, hsmith@gsbblaw.com
GEORGE M. CONWAY on behalf of United States Trustee george.m.conway@usdoj.gov
GRETCHEN M SANTAMOUR on behalf of Creditor VIST Bank gsantamour@stradley.com
HARRY J. GIACOMETTI on behalf of Attorney Flaster/Greenberg P.C. harry.giacometti@flastergreenberg.com, harry.giacometti@ecf.inforuptcy.com;jackie.parsio@flastergreenberg.com;jennifer.vagnozzi@flastergreenberg.com
HARRY J. GIACOMETTI on behalf of Trustee Christine Shubert, Chapter 7 Trustee harry.giacometti@flastergreenberg.com, harry.giacometti@ecf.inforuptcy.com;jackie.parsio@flastergreenberg.com;jennifer.vagnozzi@flastergreenberg.com
HARRY J. GIACOMETTI on behalf of Plaintiff Christine C. Shubert harry.giacometti@flastergreenberg.com, harry.giacometti@ecf.inforuptcy.com;jackie.parsio@flastergreenberg.com;jennifer.vagnozzi@flastergreenberg.com
HARRY J. GIACOMETTI on behalf of Interested Party Flaster/Greenberg P.C. harry.giacometti@flastergreenberg.com, harry.giacometti@ecf.inforuptcy.com;jackie.parsio@flastergreenberg.com;jennifer.vagnozzi@flastergreenberg.com
HARRY J. GIACOMETTI on behalf of Christine Shubert, Chapter 7 Trustee harry.giacometti@flastergreenberg.com, harry.giacometti@ecf.inforuptcy.com;jackie.parsio@flastergreenberg.com;jennifer.vagnozzi@flastergreenberg.com
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HARRY J. GIACOMETTI on behalf of Trustee CHRISTINE C. SHUBERT harry.giacometti@flastergreenberg.com, harry.giacometti@ecf.inforuptcy.com;jackie.parsio@flastergreenberg.com;jennifer.vagnozzi@flastergreenberg.com
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HARRY J. GIACOMETTI on behalf of Debtor Joseph Grasso harry.giacometti@flastergreenberg.com, harry.giacometti@ecf.inforuptcy.com;jackie.parsio@flastergreenberg.com;jennifer.vagnozzi@flastergreenberg.com
HARRY J. GIACOMETTI on behalf of Plaintiff Christine Shubert harry.giacometti@flastergreenberg.com, harry.giacometti@ecf.inforuptcy.com;jackie.parsio@flastergreenberg.com;jennifer.vagnozzi@flastergreenberg.com
HOWARD GERSHMAN on behalf of Defendant Russell Law Group hg229ecf@gmail.com, 229ecf@glpoc.comcastbiz.net
HUGH J. WARD on behalf of U.S. Trustee United States Trustee hugh.j.ward@usdoj.gov
J. TIMOTHY ARNDT, III on behalf of Creditor Stonebridge Bank tarndt@lcsllaw.com
JAMES KEVIN HANEY on behalf of Creditor General Electric Capital Corporation jhaney@wongfleming.com
JARRET P. HITCHINGS on behalf of Creditor Hill International, Inc. JPHitchings@duanemorris.com, AutoDocketWILM@duanemorris.com
JEFFREY KURTZMAN on behalf of Creditor 15th and Sansom, L.P. Kurtzman@kurtzmansteady.com
JEFFREY KURTZMAN on behalf of Creditor Michael Grasso Kurtzman@kurtzmansteady.com
JEFFREY KURTZMAN on behalf of Creditor David Grasso Kurtzman@kurtzmansteady.com
JEFFREY KURTZMAN on behalf of Creditor 730 East Elm Associates, LP Kurtzman@kurtzmansteady.com
JEFFREY KURTZMAN on behalf of Interested Party Grasso Holdings Kurtzman@kurtzmansteady.com
JEFFREY KURTZMAN on behalf of Defendant 15th and Sansom, L.P. Kurtzman@kurtzmansteady.com
JEFFREY KURTZMAN on behalf of Creditor Spring Ridge Associates, LP Kurtzman@kurtzmansteady.com

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

JEFFREY C. VENZIE on behalf of Creditor Sunlight Electrical Contracting Co., Inc.
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KEVIN P. CALLAHAN on behalf of United States Trustee kevin.p.callahan@usdoj.gov
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KRISTEN WETZEL LADD on behalf of Creditor Royal Bank America kladd@utbf.com
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LUCIAN BORDERS MURLEY on behalf of Creditor Fox Chase Bank lmurley@saul.com, rwarren@saul.com
MARISA MYERS COHEN on behalf of Creditor BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC
HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP mcohen@nwc-law.com
MARK D. PFEIFFER on behalf of Creditor GCCFC 2007-GG11 Sanatoga Retail GP, LLC t/a GCCFC
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MICHAEL H. KALINER mhkaliner@gmail.com
MICHAEL JOSEPH JOYCE on behalf of Defendant Paragon Coffee Trading Co., L.P.
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cappioandgigliotti@gmail.com
MICHAEL P. KELLY on behalf of Defendant Jodie D. McCool mpkpc@aol.com,
r47593@notify.bestcase.com
MONIQUE BAIR DISABATINO on behalf of Creditor Fidelity National Title Insurance Company
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MONIQUE BAIR DISABATINO on behalf of Plaintiff Fidelity National Title Insurance Company
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PAMELA ELCHECH THURMOND on behalf of Creditor City Of Philadelphia pamelathurmond@phila.gov,
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csilvano@cmklaw.com
PAUL J. WINTERHALTER on behalf of Defendant Law Offices of Paul J. Winterhalter, P.C.
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PAUL J. WINTERHALTER on behalf of Defendant Donna Grasso pwinterhalter@offitkurman.com,
rbarnhart@offitkurman.com
PAUL J. WINTERHALTER on behalf of Defendant Joseph Grasso pwinterhalter@offitkurman.com,
rbarnhart@offitkurman.com
PAUL J. WINTERHALTER on behalf of Defendant Paul J. Winterhalter, Esquire
pwinterhalter@offitkurman.com, rbarnhart@offitkurman.com
REGINA STANGO KELBON on behalf of Trustee CHRISTINE C. SHUBERT kelbon@blankrome.com
RICHARD G. PLACEY on behalf of Mediator RICHARD G. PLACEY rplacey@mmwr.com, plorenz@mmwr.com;
ROBERT H. HOLBER on behalf of Spec. Counsel Robert H. Holber rholber@holber.com
ROBERT H. HOLBER on behalf of Plaintiff Christine C. Shubert trustee@holber.com,
rholber@ecf.epiqsystems.com
ROBERT H. HOLBER on behalf of Trustee CHRISTINE C. SHUBERT rholber@holber.com

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Total Noticed: 1

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

ROBERT L. SALDUTTI on behalf of Creditor Putnam Leasing Company rsaldutti@saldutticollect.com,
lmarciano@saldutticollect.com;pwirth@saldutticollect.com;kcollins@slgcollect.com
ROGER GALE JONES on behalf of Plaintiff Madison Capital Company, LLC RJones@babac.com
ROGER GALE JONES on behalf of Creditor Madison Capital Company, LLC RJones@babac.com
RONALD S. GELLERT on behalf of Interested Party CIBC, Inc. rgellert@gsbblaw.com
SARAH SCHINDLER-WILLIAMS on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
SCHINDLERWILLIAMSS@BallardSpahr.com
STEVEN D. USDIN on behalf of Flaster/Greenberg, PC steven.usdin@flastergreenberg.com,
steven.usdin@ecf.inforuptcy.com
STEVEN D. USDIN on behalf of Plaintiff Christine C. Shubert steven.usdin@flastergreenberg.com,
steven.usdin@ecf.inforuptcy.com
STEVEN D. USDIN on behalf of Christine Shubert, Chapter 7 Trustee
steven.usdin@flastergreenberg.com, steven.usdin@ecf.inforuptcy.com
STEVEN D. USDIN on behalf of Accountant Bederson & Company LLP
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STEVEN D. USDIN on behalf of Plaintiff CHRISTINE C. SHUBERT steven.usdin@flastergreenberg.com,
steven.usdin@ecf.inforuptcy.com
STEVEN D. USDIN on behalf of Attorney Flaster/Greenberg P.C.
steven.usdin@flastergreenberg.com, steven.usdin@ecf.inforuptcy.com
STEVEN D. USDIN on behalf of Trustee CHRISTINE C. SHUBERT steven.usdin@flastergreenberg.com,
steven.usdin@ecf.inforuptcy.com
STEVEN JOHN WHITE on behalf of Creditor VIST Bank swhite@stradley.com
THOMAS I. PULEO on behalf of Creditor GREEN TREE SERVICING LLC tpuleo@kmlawgroup.com,
bkgroup@kmlawgroup.com
Terry P. Dershaw td@ix.netcom.com, PA66@ecfcbis.com;7trustee@gmail.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
VINCENT J. MARRIOTT, III on behalf of Creditor GCCFC marriott@ballardspahr.com
VINCENT J. MARRIOTT, III on behalf of Creditor U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
marriott@ballardspahr.com
WILLIAM J. LEVANT on behalf of Creditor Singer Equipment Company Inc efile.wjl@kaplaw.com
TOTAL: 126

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: JOSEPH GRASSO	:	Chapter 7
	:	
	:	Case No. 12-11063 (mdc)

ORDER

AND NOW, this 22nd day of August, 2017, upon consideration of the Motion of Christine C. Shubert as Chapter 7 Trustee for authority to approve the Settlement Agreement and Release between the Trustee and Joseph and Donna Grasso (the "Motion"), and considering Marshall J. Katz's Limited Objection thereto, after notice and opportunity for hearing, and for good cause shown, it is hereby

ORDERED that the motion is GRANTED; and it is further

ORDERED that the Settlement Agreement and Release attached to the Motion is Approved with the following modifications, to which the parties thereto have agreed:

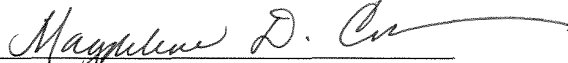
The Settlement Agreement and Release does not release any claim of any of the Debtor's creditors, and it does not prevent any of the Debtor's creditors (other than Christine C. Shubert as Chapter 7 Trustee) from exercising their legal remedies (including, for those creditors with judgments, collecting upon or attaching assets) as they apply to assets of the Debtor from (or in the control of) any of the following individuals or entities listed in paragraph 4 of the Settlement Agreement and Release: the Defendants (Joseph and Donna Grasso), and each of their respective parents, subsidiaries, affiliates, officers, directors, agents, sureties, insurers, directors, successors, assigns (and their affiliates, officers, directors, agents, employees, sureties, insurers, successors and assigns); and it is further

ORDERED that the Parties are authorized to perform the terms and conditions of the

Settlement Agreement and Release as modified above; and it is further

ORDERED that the Trustee shall be authorized to make payment to United Bankruptcy Service of its fees in connection therewith in the amount of Thirty-Five Thousand Dollars (\$35,000.00).

BY THE COURT:



Magdelene D. Coleman
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In Re:

JOSEPH GRASSO

Debtor.

Chapter 7

Case No.: 12-11063 (MDC)

SETTLEMENT AGREEMENT AND RELEASE

As of this 12th day of July, 2017, Christine C. Shubert, Chapter 7 Trustee for the
Bankruptcy Estate of Joseph Grasso (the "Trustee") and Joseph Grasso and Donna Grasso (the
"Defendants") hereby stipulate and agree, subject to the Court's approval, as follows:

1. On February 6, 2012 (the "Petition Date"), the debtor Joseph Grasso (the
"Debtor") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.
2. On October 16, 2012, this Court entered an order requiring the Office of the
United States Trustee to appoint a Chapter 11 trustee to investigate and administer the Debtor's
Chapter 11 estate.
3. On October 31, 2012, this Court entered an order approving the Trustee's
appointment as Chapter 11 Trustee.
4. By Order dated June 12, 2013, this Court converted the case to a proceeding
under Chapter 7 of the Bankruptcy Code.
5. On June 14, 2013, the Trustee was appointed as Chapter 7 Trustee.
6. On October 25, 2013, the Trustee commenced the following adversary
proceedings against the Defendants in the present bankruptcy case: (a) Adversary Proceeding
No. 13-00635; (b) Adversary Proceeding No. 14-00057; and (c) Adversary Proceeding No. 14-
00064 (the "Adversary Actions").

7. Judgments in favor of the Trustee and against the Defendants in the aggregate amount of \$780,494.09 were entered in the Adversary Actions.

8. The Trustee and Defendants (collectively, the "Parties") recognize that there are risks, costs and expenses associated with any litigation, and the ability to settle disputes by agreement is often better and more efficient for everyone concerned and is in the best interests of the entire bankruptcy process and this Debtor's estate.

NOW THEREFORE, incorporating the forgoing, and for due consideration, including to avoid costly litigation, to assist in expediting the conclusion of this entire bankruptcy case, and in recognition of the claims made and defenses raised by each respective party, the Trustee and Defendant, intending to be legally bound hereby, agree as follows:

1. The Defendants shall tender payment of \$107,500.00 (the "Settlement Amount") to the Trustee in full and final settlement and satisfaction of all claims asserted against the Defendants in the Adversary Actions. The Settlement Amount includes the sum of \$7,500.00 paid by the Defendants as compensation to the Trustee for the fees and costs of seeking approval hereof.

2. The Defendants shall make payment of the aforementioned Settlement Amount upon receipt hereof by wire transfer to the Trustee's account at Rabobank, N.A., per the wire instructions provided by the Trustee to the Defendants.

3. The Parties agree that upon receipt by the Trustee, via her counsel, Flaster/Greenberg P.C., of the Settlement Amount and a fully executed copy of the Agreement, the Trustee shall, by counsel, seek approval of the Agreement in accordance with Federal Rule of Bankruptcy Procedure 9019. The Parties understand and acknowledge that the Agreement becomes final and binding upon the Parties upon execution by all Parties and approval by the

Bankruptcy Court (the "Effective Date"). If the Bankruptcy Court does not approve the Agreement, then: (i) the parties will revert to the status quo ante; (ii) the Agreement will be null and void; and (iii) the Settlement Amount shall be returned to the Defendants by the same method, and to the same account from which the funds originated.

4. Upon the Effective Date, each of: (i) the Trustee, for herself and for the Debtor, and (ii) the Defendants, and each of their respective parents, subsidiaries, affiliates, officers, directors, agents, sureties, insurers, directors, successors, assigns and all of them, mutually remise, release and forever discharge each other and their affiliates, officers, directors, agents, employees, sureties, insurers, successors and assigns from and against any and all claims, demands, suits, and all other obligations arising at any time out of or related to the Adversary Actions.

5. Upon the Effective Date, the Trustee will mark as satisfied all Judgments entered against the Defendants in connection with the Adversary Actions.

6. The Parties hereby acknowledge and represent that, in entering into the Agreement, they have neither received nor relied upon any representations or promises made by the other, or such others' agents, attorneys, or representatives, other than those representations and promises that are expressly set forth in writing in the Agreement.

7. The Parties further declare that, in making the Agreement, they rely entirely upon their own judgment, beliefs and interest and the advice of their counsel and that they have had a reasonable period of time to consider the Agreement.

8. Each party has reviewed the Agreement and fully understands and voluntarily accepts all the provisions contained in the Agreement. The Parties further agree that the Agreement was the product of negotiations between the Parties and that any rule of construction

that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement.

9. The Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter hereof.


10. The Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, executors, successors, administrators and assigns.

11. The Agreement may be executed in counterparts and a facsimile, scanned or photocopy signature shall have the same force and effect as an original signature.

CHRISTINE C. SHUBERT
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JOSEPH GRASSO



DONNA GRASSO

that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of the Agreement.

9. The Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings, written or oral, between the Parties pertaining to the subject matter herof.

10. The Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, executors, successors, administrators and assigns.

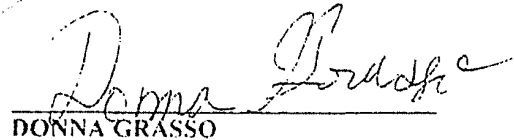
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